

## Terms and Conditions for the Online Opening of Accounts at Bank Pocztowy S.A.

### Clause 1

These Terms and Conditions for the Online Opening of Accounts at Bank Pocztowy S.A. (the “**Online Account Opening Terms and Conditions**”) shall govern the provision to individuals of electronic services related to the opening of Current Accounts with Bank Pocztowy S.A. and the submission of online applications for the issuance of Payment Cards and for the activation of the Electronic Banking Service and/or Telephone Banking Service, including specifying:

- 1) the procedure for submitting an online Current Account Application and opening a Current Account online as well as activating other services selected by the Customer;
- 2) the procedure and method for signing and accepting the Current Account Agreement and any appendices thereto in electronic form;
- 3) the technical requirements necessary to access the services covered by these Online Account Opening Terms and Conditions;
- 4) the Complaints procedure.

### Clause 2

As used in these Online Account Opening Terms and Conditions, the following terms shall have the respective meanings as defined below:

- 1) **The Bank’s Electronic Service Address** shall mean the electronic service address of the Bank, entered in the Electronic Service Address Database under ref. No. AE:PL-23811-43670-WCHUE-15, which shall become available upon activation on the date to be announced by the Minister for Digitisation. The Bank shall inform customers of the availability of its Electronic Service Address by posting a relevant notice on the Bank Website as well as including such notice in bank statements;
- 2) **Email Address** shall mean individual email address of the Customer, to which the Customer has exclusive access;
- 3) **AIS** shall mean an account information service as defined in the Payment Services Act of 19 August 2011 (consolidated text: Dz.U. of 2024, item 30), which consists in the online provision through a Third-Party Payment Service Provider of consolidated information regarding accounts held by the Customer with another bank;
- 4) **Autenti** shall mean an electronic document-signing platform providing compliant trust services, utilising advanced security technology, and capable of generating evidence from the signing process in case of dispute;
- 5) **Bank or Bank Pocztowy** shall mean Bank Pocztowy Spółka Akcyjna, with its registered office at ul. Jagiellońska 17, 85-959 Bydgoszcz, Poland, entered in the Business Register of the National Court Register maintained by the District Court of Bydgoszcz, 13th Commercial Division of the National Court Register, under No. KRS 0000010821, with a share capital of PLN 128,278,080 (paid up in full), holding SWIFT code: POCZPLP4, licensed to operate under President of the National Bank of Poland’s decision No. 18 of 5 April 1990, having email address: informacja@pocztowy.pl hotline number +48 801 100 500, holding Tax Identification Number (NIP) 554-03-14-271, and regulated by the Polish Finance Supervision Authority;
- 6) **Third-Party Payment Service Provider** shall mean a Payment Service Provider other than the Bank, which provides one or more of the following services under the Payment Services Act:
  - a) payment transaction initiation service,
  - b) account information service,
  - c) issuance of card-based Payment Instruments;
- 7) **Digital Gateways** shall mean an electronic document-signing platform providing compliant trust services, utilising advanced security technology, and capable of generating evidence from the signing process in case of dispute. The platform is operated by Digital Gateways sp. z o.o. with its

registered office ul. Rondo Daszyńskiego 1, 00-843 Warsaw, Tax Identification Number (NIP): 5272896326,

- 8) **Another Bank** shall mean a bank with which the Customer holds a Current Account opened otherwise than remotely and which, with the Customer's consent, provides the Customer's identification verification data to Bank Pocztowy;
- 9) **Customer** shall mean a natural person, resident in Poland and having full legal capacity, who is applying to the Bank to conclude an Agreement which is not directly related to his or her business or professional activity;
- 10) **SMS Identification Code** shall mean a numeric code generated and sent to the Customer's Mobile Phone Number via SMS, intended to be used to authorise the Customer's warranties and representations made in the process of concluding the Agreement, as well as to confirm the Customer's mobile phone number provided in the Current Account Application;
- 11) **Email Identification Code** shall mean a numeric code generated and sent to the Customer's email address, intended to be used to confirm the Customer's email address provided in the Current Account Application;
- 12) **Savings Account** shall mean an interest-bearing PLN-denominated Account which is primarily intended for keeping the Current's funds and using other Savings Account-linked services offered by the Bank. For the types of Savings Accounts operated by the Bank, consult the Announcement referred to in the Bank Pocztowy S.A. Personal Accounts Terms and Conditions;
- 13) **Customer's Mobile Phone Number** shall mean the mobile phone number provided by the Customer in the Current Account Application, with the Customer being the sole subscriber or the authorised user of that number;
- 14) **Online Account Opening** shall mean a functionality available on the Bank Website at <https://www.pocztowy.pl/indywidualni/konta-osobiste/konto-w-porzadku/>, enabling the submission of a Current Account Application and the conclusion of the Agreement online;
- 15) **PDF** shall mean the Portable Document Format developed by Adobe Systems;
- 16) **Banking Law** – Polish Banking Law of 29 August 1997(consolidated text: Dz.U. of 2023, item 2488, as amended),
- 17) **Register of Restricted PESEL Numbers** shall mean the register of restricted Polish National Identification (PESEL) Numbers, maintained by the minister competent for digitisation using a dedicated ICT system for the purposes of preventing adverse consequences of unauthorised use of personal data of individuals who have restricted the use of their PESEL number;
- 18) **Current Account Terms and Conditions** shall mean the Bank Pocztowy S.A. Personal Accounts Terms and Conditions;
- 19) **Current Account** shall mean a Current Account denominated in PLN. For the types of Current Accounts offered by the Bank and applicable fees and commissions, consult, respectively the Announcement and the Fees and Commissions Schedule as referred to in the Current Account Terms and Conditions;
- 20) **SMS (Short Message Service)** shall mean a text message transmitted within mobile telephone networks under terms and conditions specified by the network operator;
- 21) **Bank Website** shall mean the website at [www.pocztowy.pl](http://www.pocztowy.pl);
- 22) **Current Account Agreement/Agreement** shall mean an Agreement for Personal Bank Accounts and Payment Cards and Provision of Electronic and Telephone Banking Services which is concluded online between the Bank and a Customer;
- 23) **Current Account Application** shall mean the Customer's online application for opening an Account, submitted via the Bank Website at <https://www.pocztowy.pl/indywidualni/konta-osobiste/konto-w-porzadku/>.

### Clause 3

1. The Bank shall make available to the Customer the services referred to in Clause 1 hereof in accordance with these Online Account Opening Terms and Conditions, provided that the Customer meets the criteria specified in Clause 3.2 hereof.

2. To be eligible to conclude the Agreement and open an Account online as provided for above, the Customer must:
  - 1) apply for an individual Current Account (other than Bank Pocztowy Payment Account with Basic Features) or simultaneously for both a Current Account and a Savings Account;
  - 2) hold resident status in Poland and select his or her Polish national identity card as the Identity Document for identity verification purposes and enter the identity card details into the Current Account Application,
  - 3) hold a PESEL number and enter it in the Current Account Application, along with all other required identification details and information as specified in Clause 4.2.1 of these Online Account Opening Terms and Conditions;
  - 4) not already have his or her data registered with the Bank;
  - 5) provide his or her personal Mobile Phone Number and Email Address;
  - 6) hold an Account with Another Bank (as specified in Clause 3.4.4 hereof), opened otherwise than online;
  - 7) successfully complete the identity verification process;
  - 8) ensure his or her PESEL number is not restricted in the Register of Restricted PESEL Numbers from the time of submitting the Current Account Application until the Agreement is concluded, as referred in Clause 4.3 hereof;
  - 9) read and accept the documents specified in Clause 4.2.3–4 hereof and subsequently sign the documents referred to in Clause 5.2 hereof.
3. To be able to use the online Account opening functionality, the Customer must have a computer or mobile device that:
  - 1) uses any operating system;
  - 2) has an up-to-date web browser (desktop resolution) supported by its provider, such as Edge, Firefox, or Chrome;
  - 3) has the appropriate Adobe plugin installed for viewing PDF documents, compatible with the chosen browser;
  - 4) has software capable of opening and handling PDF files;
  - 5) is equipped with up-to-date antivirus and anti-spyware software;
  - 6) has not undergone any configuration changes designed to bypass standard security measures employed by telecom operators or Internet access providers (e.g. logging in through The Onion Router (TOR) network).
4. Additionally, the Customer must:
  - 1) have Internet access;
  - 2) have a valid personal email address;
  - 3) have access to a mobile device capable of receiving the SMS Identification Code;
  - 4) hold an account with Another Bank (included in the list of banks participating in data exchange through the Account Information Service (AIS), as provided by the Bank), which was opened otherwise than remotely.
5. The Customer using the online account opening functionality shall be responsible for ensuring his or her computer or mobile device fully meets the technical requirements set out in Clause 3.3 and Clause 3.4 hereof
6. The Client shall have the right to withdraw from the Agreement concluded remotely without cause by submitting to the Bank a notice of withdrawal within 14 days of the date the Agreement is concluded or from the date on which the Bank confirms the relevant legally required information, whichever is later. A withdrawal notice template is provided by the Bank as an exhibit to the Agreement, Although its use is not mandatory. In order to withdraw from the Agreement, the Account Holder must submit the withdrawal notice before the expiry of the period referred to in this Clause 2.14 either at a Bank Branch, by calling the Bank Helpline at +48 (52) 34 99 499, by mailing it to the Bank at ul. Jagiellońska 17, 85-959 Bydgoszcz, Poland, by emailing it to [informacja@pocztowy.pl](mailto:informacja@pocztowy.pl), or by serving it electronically to the Bank's Electronic Service Address as entered in the Electronic Service Address Database: AE:PL-23811-43670-

WCHUE-15 (subject to its prior activation). The notice of withdrawal from the Agreement shall be deemed given within the prescribed time limit if it is mailed to the Bank prior to the expiry of that time limit. The Client shall not bear any costs related to withdrawing from the Agreement.

#### Clause 4

1. The terms and conditions for opening an Account, concluding a Current Account Agreement, and withdrawing therefrom are set out in these Online Account Opening Terms and Conditions and in the Current Account Agreement itself.
2. In order to enter into an Account Agreement online, the Customer must:
  - 1) during the online Account opening process – complete and submit to the Bank all required information, including identification details such as full name, residential address, correspondence address, PESEL number, identity card number, phone number, email address, SMS Identification Code, and the Email Identification Code;
  - 2) give consent, through the electronic banking service of Another Bank, to sharing with the Bank via the AIS the Customer's full name and, optionally, residential address, in order to enable the Bank to verify the information provided by the Customer in the Current Account Application against these details;
  - 3) accept the documents specified in Clause 5.1 hereof by selecting the "Confirmation of receipt of account-related documents from the Bank" on the Current Account Application;
  - 4) accept and sign the documents specified in Clause 5.2 hereof via Digital Gateways/Autenti by selecting the confirmation of having reviewed the documentation, then pressing the "Sign" button displayed next to the documents, and entering and confirming the SMS Identification Code to conclude the Agreement. Clicking the "Sign" button, entering the SMS Identification Code, and confirming it by pressing the "Sign" button again is equivalent to the Customer signing the Agreement.
3. The Agreement shall be deemed concluded upon the Customer confirming the SMS Identification Code by pressing the "Sign" button, after first entering this code and accepting the Agreement with the Bank by also pressing the "Sign" button. Prior to this, an electronic seal shall be affixed to the Agreement for the Bank.
4. At any stage of the online Account opening process, the Customer may contact the Bank by any available means to obtain clarifications regarding any of the information received from the Bank before concluding the Current Account Agreement. Additional explanatory information is available on the Bank Website at [www.pocztowy.pl](http://www.pocztowy.pl).
5. Before accepting any document, the Customer is advised to carefully review its content and verify the accuracy of the information included therein.
6. All the documents referred to in Clause 5 shall be provided by the Bank as PDF file, which enables the Customer to download, save, and retain these documents on his or her own data storage medium. The documents referred to Clause 5.1 hereof shall be emailed to the Customer's Email Address as indicated in the Current Account Application a reasonable time in advance of executing the Agreement. The documents referred to in Clause 5(2) hereof shall be emailed to the same email address after the Customer has signed them and an electronic seal has been affixed to them on behalf of the Bank. Additionally, after concluding the Agreement, the Customer shall receive at the email address indicated above an Account Opening Confirmation, which is electronically signed for the Bank with a qualified electronic signature and includes the number of the newly opened Account.
7. Prior to concluding the Agreement as provided for in this Clause 4, the Customer's personal data and Identity Document shall be verified against the Bank's internal databases as well as external sources.
8. After the successful completion of the verification process as set out above and after the Customer has confirmed the Account Terms and Conditions, the documents are accepted and signed in accordance with Clause 4.2.4.

9. If the Current Account Application is rejected, the Bank shall notify the Customer by email to the Customer's Email Address.

#### **Clause 5**

1. Before concluding the Agreement, the Customer must accept the following documents:
  - 1) Terms and Conditions for the Online Opening of Accounts at Bank Pocztowy S.A.;
  - 2) Bank Pocztowy S.A. Personal Accounts Terms and Conditions;
  - 3) Announcement on the time limits for and manner of performing payment services, minimum amounts of and additional deposits to Time Deposits, Cash Deposit Machines, the rules for notifying the Bank of intended withdrawal of cash in excess of a certain threshold amount, and the Payment Account Switching Service;
  - 4) Bank Pocztowy S.A. Personal Debit Payment Card Terms And Conditions;
  - 5) Bank Pocztowy S.A. Retail Banking Fees and Commissions Schedule;
  - 6) Bank Pocztowy S.A. Electronic and Telephone Banking Terms and Conditions;
  - 7) document specifying the related fees and commissions;
  - 8) documents relating to other services and products applied for by the Customer.
2. Upon the Customer's accepting and signing the relevant documents in the manner specified herein and Bank's affixing its electronic seal to the online Agreement for Personal Bank Accounts and Payment Cards and Provision of Electronic and Telephone Banking Services, including the Deposit Protection Scheme Fact Sheet for Depositors, the Agreement shall be deemed effectively concluded pursuant to Article 7 of the Banking Law, under which the electronic and written forms of any declarations of intent made by the Bank and/or the Customer are equivalent.
3. At any time prior to signing the Agreement, the Customer may withdraw from the online account-opening process, which results in the termination of the agreement for provision of services which is covered by these Online Account Opening Terms and Conditions and which is entered into upon the Customer's initial acceptance of these Online Account Opening Terms and Conditions during the Current Account Application process.
4. The documents referred to above shall be created electronically by the Bank through electronic recording and signing relevant data relating to the completed banking operation in accordance with these Online Account Opening Terms and Conditions and the Agreement.
5. The Bank shall store the documents referred to above on an electronic medium in a manner that ensures their integrity, allows verification of the Customer's electronic signature and the Bank's electronic seal or identification details, and enables all information contained in these documents to be accessed and viewed throughout the storage period.

#### **Clause 6**

1. The Customer shall:
  - 1) promptly notify the Bank of any loss, theft, misappropriation, or unauthorised use of his or her identification or authorisation details used during the online Account-opening process, or of any unauthorised third-party access to his or her online Account after it has been opened;
  - 2) promptly notify the Bank of any technical fault encountered while using the online Account-opening functionality;
  - 3) verify the security of the connection with the Bank by checking the server's security certificate before providing any data or submitting the online Current Account Application, paying particular attention to its validity and the identity of the certificate holder. Where the Customer is unable to positively verify the security certificate, he or she must refrain from submitting the Current Account Application and notify the Bank accordingly;
  - 4) take all necessary precautions to prevent unauthorised third-party access to his or her identification or authorisation details;

- 5) comply with all other security recommendations provided by the Bank, which are available at: <https://www.pocztowy.pl/bezpieczenstwo-bankowosci-elektronicznej>.
2. Information on how to verify whether the connection with the Bank is secure is available on the Bank Website at the address indicated in Clause 6.1.5 hereof.
3. As the IT environment used by the Customer to access the online account-opening functionality is beyond the Bank's reasonable control, the Customer is advised to ensure that this environment is secure. Customers using the online account-opening functionality must comply with the Bank's up-to-date recommendations for online transaction security, aimed at protecting Customers from risks arising from Internet connections. These recommendations are provided by the Bank on the Bank Website at the address indicated in Clause 6.1.5 hereof.
4. The Bank hereby advises that failure to comply with the security guidelines when concluding the Agreement may expose the Customer to the following risks:
  - 1) social engineering attacks, whereby third parties may impersonate the Bank and persuade the Customer to disclose his or her identification details or SMS or Email Identification Codes;
  - 2) the Customer unknowingly authorising Instructions which do not originate from him or her;
  - 3) unauthorised use of the Customer's device by third parties;
  - 4) third parties using the Customer's Account for unlawful purposes.
5. The Bank reserves the right to restrict or suspend access to the online Account-opening functionality for security reasons. For these purposes, 'security reasons' shall mean any instance of unauthorised third-party access to the online Account-opening functionality, or a threat of such access, e.g. login attempts originating from The Onion Router (TOR) network.
6. If the Bank has reasonable grounds to suspect activities that are unlawful or do not comply with these Online Account Opening Terms and Conditions, it reserves the right to disable the online account-opening functionality for Customers engaged in such activities.
7. The Bank reserves the right to carry out upgrades, updates, and routine technical maintenance of the online account-opening functionality, which may temporarily limit or interrupt access thereto or parts thereof. In such cases, the Bank shall notify Customers of the expected duration of any interruption or limited access:
  - 1) online on the Bank Website, and/or
  - 2) via the Bank's Helpline.

#### **Clause 7**

1. The Bank represents and warrants that all materials and information received as part of the online account-opening process are compiled and processed with due care, and that the content presented contains nothing unlawful.
2. The Customer shall be responsible for ensuring that the online account-opening functionality is accessed exclusively for his or her personal use and in compliance with applicable laws and regulations and these Online Account Opening Terms and Conditions, and that no unlawful content is submitted to the Bank.
3. Information and data submitted to the Bank by the Customer must be true, complete, and accurate, with any fraudulent or wilful misrepresentation potentially giving rise to criminal liability under Art. 297.1 of the Polish Penal Code of 6 June 1997 (consolidated text: Dz.U. of 2024, item 17).
4. The Customer must immediately notify the Bank of any changes to his or her personal or contact details, in particular, any change of residential address, correspondence address, phone number, or email address.

#### **Clause 8**

1. If the Customer is dissatisfied with the quality of the Bank's services, he or she may file a Complaint with the Bank in accordance with the applicable provisions of this Clause 8.
2. The Customer may file:

- 1) a written Complaint, whether (i) in person at any Bank Branch or Post Office Outlet, including the one indicated in the Agreement (for the addresses of Bank Branches and Post Office Outlets, refer to the Bank Website), (ii) by mail within the meaning of Article 3.21 of the Postal Law of 23 November 2012, sent to such branch or outlet or to the Bank's registered office at ul. Jagiellońska 17, 85-959 Bydgoszcz, Poland, (in the latter case with the Complaint marked for the attention of Wydział Obsługi Reklamacji (Complaints Department)), or (iii) via electronic means to the Bank's Electronic Service Address as referred to in Clause 2.1.1 hereof, provided it has been activated;
  - 2) an oral Complaint by calling the Bank's Contact Centre at +48 (52) 3499 499 or by dictating it in person to a Bank Branch or Post Office Outlet employee, who shall minute the meeting and the Complaint;
  - 3) an email Complaint at [informacja@pocztowy.pl](mailto:informacja@pocztowy.pl);
  - 4) an online Complaint by using the dedicated contact form available on the Bank Website and in the Electronic Banking Service.
3. The Bank shall respond to a Complaint submitted in accordance with this Clause 18 in writing or by using other Durable Medium as agreed with the Customer with the proviso that a response by email is only possible at the Customer's request.
  4. The Bank shall decide each Complaint received from the Customer without undue delay, but in any case no later than within 30 days of the date of its receipt. The time limit for responding to a Complaint shall not be deemed exceeded if the response is dispatched prior to its expiry.
  5. Where a Complaint concerns particularly complicated matters and thus cannot be decided and responded to within the time limit prescribed in Clause 8.4 hereof, the Bank shall notify the complainant of:
    - 1) the delay and the reasons therefor,
    - 2) the facts that must be established in order for the Complaint to be decided,
    - 3) the expected time it will take to decide the complaint and respond to the complainant, which must not exceed 60 days from the date of receipt of the Complaint.
  6. If the Bank misses the time limit referred to in Clause 8.4 hereof or, where appropriate, the time limit referred to in Clause 8.5 hereof, the Complaint shall be deemed decided in the Customer's favour.
  7. At the request of the Customer, the Bank shall confirm receipt of the Complaint filed in accordance with Clause 8.2.2–4 otherwise than in the prescribed manner. The Parties acknowledge and agree that unless they agree otherwise, receipt of a Complaint shall be deemed confirmed if the Customer is provided with the reference number that was assigned to the Complaint on its registration.
  8. If the Customer has exhausted the complaint procedure at the Bank as provided for in the preceding provisions and the Bank has rejected his or her claims or if the Bank has decided a Complaint in the Customer's favour but has failed to apply the remedy specified in the response to the Complaint within the time limit set therein, which must not be longer than 30 days from the date of the response, the Customer shall have the right to request that the Financial Ombudsman (al. Jerozolimskie 87, 00-695 Warsaw, Poland, phone: 22 333 73 26, 22 333 73 27, fax: 22 333 73 29) review the case in the manner specified at [www.rf.gov.pl](http://www.rf.gov.pl). The Financial Ombudsman is competent to resolve consumer disputes under the Alternative Consumer Dispute Resolution Act of 23 September 2016.
  9. The Customer may also submit to the Polish Financial Supervision Authority a complaint against the Bank if the Bank's actions infringe the law. Such complaint can be made in writing and mailed to the following address: ul. Piękna 20, 00-549 Warsaw, PO Box 419, or filed using a dedicated online form as specified on the PFSA website at [www.knf.gov.pl](http://www.knf.gov.pl).
  10. Any disputes arising from or in connection with the Agreement which are resolved amicably shall be decided by competent court of general jurisdiction.

11. The supervisory authority charged with the protection of consumer rights in Poland is the Office for Competition and Consumer Protection. The Customer may also request assistance from Municipal and District Consumer Ombudsmen.

**Clause 9**

1. The Customer may not use the service referred to in Clause 1 anonymously.
2. To prevent unauthorised interception or modification of personal data transmitted electronically, the connection between the Customer and the Bank is encrypted using a valid SSL certificate.

**Clause 10**

For matters not covered by these Online Account Opening Terms and Conditions, the provisions of the Agreement concluded with the individual Customer shall apply. In relation to the electronic services provided by the Bank, the terms set out in the Agreement or the relevant Electronic and/or Telephone Banking Service Terms and Conditions shall apply.